

Stephens Lake Park Amphitheater

100 Old Hwy 63 North

RULES & REGULATIONS

All renters must complete the Rental Agreement to use Stephens Lake Park Amphitheater and submit it to the City of Columbia Department of Parks and Recreation with required attachments and fees. Rental Agreement form is available online at www.GoColumbiaMo.com - type in search box "goamphitheater". If special conditions apply, renter may be required to fill out a Park Special Use Application in addition to the Rental Agreement. Application form is available online at www.GoColumbiaMo.com - type in search box "goparkpermit".

FACILITY

The mission of the Stephens Lake Park Amphitheater is to serve both as an outdoor venue for concerts and festivals and for private functions such as weddings, as well as for frequent use by community arts organizations and others, to benefit all and enhance our quality of life. Stephens Lake Amphitheater rental includes the stage, electrical use, service drive and seating area from the stage to the top of the hill. The Amphitheater paved service drive may only be used for service vehicles. The paved parking lot may not be closed to the general public, without permission. Amphitheater capacity is 500 people. Special permission may be granted by the Parks & Recreation director to exceed 500. Amphitheater can be rented from March 15 – October 15.

RESERVATIONS

All valid reservations will be confirmed in writing with the approval of the Rental Agreement to use Stephens Lake Amphitheater (including all applicable permits and attachments) and payment of all appropriate fees.

RESERVATION PROCEDURES / DEPOSITS / REFUNDS

1) All reservation dates are reserved on a first come, first served basis with a minimum of two week notice. Reservations are allowed up to two (2) years in advance of the event. Inquiries and credit card payments may be made by phone (874-7460). All other payments must be made in person (Gentry Bldg, 1 S. 7th St.). A down payment of one half of the rental fee must be made to hold the facility for a specific date.

A signed rental agreement must be returned to the Columbia Parks and Recreation Department within ten (10) working days following the down payment (1/2 of rental fee) to confirm the reservation. Agreement is reviewed and approved/denied by the department. If a reservation is not confirmed within ten (10) days, then the reservation will be canceled and the down payment refunded, less a \$25 service fee.

2) The remainder of the rental fee is due sixty (60) days prior to the event. If the full payment is not received by this time, the Department of Parks and Recreation will consider the reservation canceled and may rent the facility to another individual, business, or organization, if requested. The Department will refund 50% of the deposit. If the renter cancels their reservation more than sixty (60) days prior to the event, 50% of the deposit will be refunded.

3) Reservations made less than sixty (60) days in advance of use will be required to pay the full amount at the time the reservation is made. If a reservation is canceled less than sixty (60) days, no refund will be issued.

IMPORTANT NOTE: A gate key is needed for access to the amphitheater. Pick up/drop off key at the Gentry Bldg, 1 S 7th St.

- For weekday reservations, the key must be picked up Mon-Fri, 8 am-5 pm, the day before or of your reservation.
- For weekend/holiday reservations, you must pick up the key the last business day before your rental between 8 am-5 pm.
- **If you fail to pick up the key during normal business hours, Mon-Fri, 8 am-5 pm, you will be charged an additional \$100 non-refundable fee for a Parks and Recreation staff member to obtain a key for you. You can contact the Park Ranger at 573-999-4583 or the ARC at 573-874-7700 to assist you.**
- The key must be returned the end of the next business day following the event to ensure refund of your deposit. There will be a \$50 fee (deducted from your deposit) if the key is NOT returned the next business day. There is a \$100 fee for lost keys.

4) A key/damage deposit of \$200 (cash, check, Visa or MasterCard) required when gate key is picked up. Provided the facility is cleaned properly and there is no damage, the deposit will be returned by mail approximately two to three weeks after the date of usage. If paid by credit card, the refund will be credited back to the card. Deposits shall be used by the Department of Parks and Recreation to repair, replace or pay for any property damage that occurs during the rental either by the Renter or any participant at the event produced by the Renter. The unused portion of the deposit may be refunded to the Renter after the event. However, the deposit may be held at the discretion of the Department of Parks & Recreation for any period of time necessary to determine the full extent of damages and to make all repairs and/or secure replacements.

The key/damage deposit shall be refunded upon the following conditions:

- a. All terms of this contract have been met.
- b. All facilities are left in good condition.
- c. Cancellation procedures have been followed.

Additional deposit monies may be required depending on the type of event to be held, the expected number of patrons or multiple day rentals, determined on a case-by-case basis. Additional charges may be assessed for property damages and extended occupancy periods. The Renter shall pay all additional charges in excess of the deposit within 10 days after damage estimates have been made.

5) Payment for this reservation will constitute agreement to abide by all Park Regulations including, but not limited to, those listed on this form. Violation of these Regulations may result in the issuance of tickets and/or citations.

FEES

Fees are based on a ½ day rental fee and if the renter charges a fee to the attendees. The fee for use is \$200 for either the time period of 8 am – 3 pm or from 4 pm to 11 pm or \$400 for a full day rental.

TICKET SALES/ADMISSION FEES

The Renter may charge an admission fee to spectators with prior approval from the Parks & Recreation Department. Ticket sales shall not exceed the capacity of the Amphitheater and shall be limited to 500. The Parks & Recreation Department may authorize additional admission under special conditions. Admission fees collected are subject to 10% commission on gross ticket sales, payable to the City of Columbia within ten (10) days of the conclusion of the event.

CONCESSION SALES

Concession Fees - The fee per event is based upon the concession privileges granted by the Parks & Recreation Director in accordance with the Park Special Use Permit.

1-3 Booths (food and items for resale) \$ 50.00

4-6 booths (food and items for resale) \$ 100.00

Additional Fee (for each booth over 6) \$ 15.00

Concessionaires must be completely self-contained, and Renter is responsible for providing electricity, hand sinks, and any other equipment that may be deemed necessary by the City of Columbia/Boone County Health Department. Renter will obtain the necessary health permits from the City of Columbia/Boone County Health Department, and provide such permits to the City at least ten (10) days prior to the event.

NO ALCOHOLIC BEVERAGE SALES

SCHEDULED TIME

Renter shall be responsible for vacating the spectator and concession areas no later than 3:00 PM for early ½ day rental or 11:00 PM for evening/full day rental. Scheduled time must include set-up, decorating, preparation, event, clean-up and teardown. Rented property must be removed from the premises at time of departure.

TEARDOWN & CLEAN-UP

The Amphitheater and grounds must be "broom" clean prior to departure. All supplies and equipment must be removed from premises prior to departure. Renter may not store belongings at the Amphitheater. Trash must be removed from the stage area, grounds and parking areas and placed in trash cans prior to departure. Dumpster required for larger events.

Note: Trash is emptied and amphitheater is cleaned in the early morning hours. Therefore, it is possible other park users may use the facility before rental party arrives. Shelter reservations guarantee use of the amphitheater only - no other conditions implied.

RESPONSIBILITIES OF RENTER

Renter shall arrange, provide, and pay for all materials, personnel and services necessary for the efficient and safe presentation of events at the Stephens Lake Amphitheater. Prohibitions for use of the facilities as follows: Smoking is not permitted in any area of the amphitheater. No tobacco, including chewing tobacco; no animals; no fireworks; no confetti, glitter or rice (Birdseed is allowed); nothing shall be attached or affixed to any tree or plant, fence, building or other part of the Amphitheater or its amenities without prior approval; no digging, transplanting or disturbance of vegetation; no vehicles on the turf or sidewalks. Gasoline, distillate or other petroleum products, or other substances or materials of an explosive or flammable nature, including candles, are not permitted. No items shall be laid on turf that might cause damage to it.

ELECTRICITY

Electric is provided at the amphitheater. The cost of additional electrical supply is the sole responsibility of the Renter. The Renter will take all necessary precautions to protect the existing electrical service from overload and damage. Electrical panels may not be modified by any outside electrician. It is the responsibility of the renter to inspect equipment for compatibility. If the Renter's equipment is not compatible, the Renter's equipment must be modified. Modifying the City's electrical panels will result in a fine. Renter is responsible for any and all necessary repairs to the Stephens Lake Amphitheater electrical panels as a result of Renter's modification. See list of electric service provided.

SOUND LEVELS

Sound levels may not exceed levels established by the City of Columbia. Monitoring of sound levels may be taken periodically throughout the event as well as during set-up and sound check. Failure to comply with such a request may be cause for fines, immediate termination of the event and forfeiture of deposit and rental fees.

Absolutely no profanity or profane lyrics are allowed in the selection of music that is played for the event. If such music is heard by park staff or if complaints are received from other park users, it will be grounds for shutting down the event and a prohibition on any future events by the sponsor.

SECURITY

The City will determine required security, including coordination with the Columbia Police Department, if necessary, based on the type of event. Renter will bear all costs associated with security.

INSURANCE REQUIREMENTS

Any event open to the general public requires the Renter to procure and maintain, at its sole cost and expense for the duration of this Use Agreement, Public Liability insurance covering the proposed use or activity in the name of the Renter, naming the City as additional insured.

Public liability insurance shall be required as follows:

No insurance shall be required for events that use a park or park facilities for activities for which the park or park facilities were designed and that do not bring temporary portable facilities, structures or devices into the park.

Public liability insurance in the amount of one million dollars (\$1,000,000.00) for all claims arising out of a single accident or occurrence and three hundred fifty thousand dollars (\$350,000.00) for any one person in a single accident or occurrence, naming the city as co-insured, shall be required for festivals, concerts or celebration events that involve moderate risk that are open to the general public and that are expected to have an attendance of one thousand five hundred (1,500) or less or any other event or activity that, in the judgment of the director, involves a moderate risk of injury.

The insurance policy must cover, in addition to the general public, all entertainers and their support staff and any other individual participating in or attending the event for which the facility is rented. Only insurance carriers licensed and admitted to do business in the State of Missouri will be accepted. Renter must furnish proof of coverage through a Certificate of Insurance no later than two weeks prior to the event.

RENTER'S PROPERTY

The City of Columbia shall assume no responsibility for any property placed on or in its facilities or grounds. Further, the City of Columbia, its officers, agents and employees, are released and discharged from any and all liability for loss, injury or damage to persons or property that may be sustained by the use or occupancy of the facility and its environs.

WARRANTIES

Renter warrants that the event will be suitable for the audience in attendance and will not contain profanity, nudity, or adult themes and content. Renter agrees, represents and warrants that nothing contained in the program, performance, and exhibition or in any other way connected with Renter's activities under this agreement shall violate or infringe upon any copyright, patent, right of privacy or other statutory or common law right of any person, firm or corporation. Further, Renter warrants that all programs, performances, concerts, etc., to be performed under the "Application" involving works protected by statutory or common law copyrights or other proprietary law have been duly licensed or otherwise authorized by the owners of such works or legal representatives thereof. Renter further agrees to indemnify, defend and hold harmless The City of Columbia, its officers, agents and employees, from any and all claims, fees, expenses or costs including legal fees asserted or incurred with regard to such warranty.

MISREPRESENTATION OF EVENT

Any misrepresentation as to the nature of the event, the number of attendees expected, contact or payment information, or any other falsification of permit documents will result in the immediate cancellation of the event and forfeiture of all fees paid, and may also result in denial of future permit requests and/or legal action.

ABUSING POLICIES

The Director of Parks & Recreation reserves the right to refuse any group the privilege of using the Stephens Lake Amphitheater and other parks and recreation facilities due to abuse of the policies of the facility or the City. In addition, any group charged with an occurrence of abuse may be barred from making any further reservations and any future reservations may be cancelled in the sole discretion of the City.

LAWS AND ORDINANCES

Renter shall comply with all laws whether federal, state or local, including all ordinances of the City of Columbia, and all its rules, regulations and requirements and those of the Police Department and Fire Department. Fire lanes must remain clear at all times. Any group using the Stephens Lake Amphitheater agrees to abide by and conform to all rules and regulations that may be adopted from time to time, including any and all alterations that might be imposed on the operational hours and use policies.

BUSINESS LICENSE / TAXES

Any individual or entity intending on selling tickets, concessions, souvenirs, or any other merchandise or services before, during or after the event must obtain a City of Columbia business license. Renter will be responsible for collecting all applicable taxes, including federal, state and City taxes.

WEATHER

The Stephens Lake Amphitheater is an outdoor venue subject to changing and inclement weather conditions. No refund will be made due to weather.

ADVERTISING

Advertising/announcements or ticket sales shall not be made public **prior to approval** of the "Agreement" by the Department of Parks and Recreation. Advertising or announcements, including all marketing materials and collateral, passes and tickets must be pre-approved by the Department of Parks and Recreation. Renter must receive prior approval to hang any banner or signage on Amphitheater or City property.

TENTS

Tents, tables or other equipment are not permitted without prior approval from the Parks & Recreation Department. Tents require proof of general liability insurance and city permit.

VEHICLES

Driving on Amphitheater grass is strictly prohibited to include utility vehicles. A plan for overflow parking, for events that attract more vehicles than the Old Hwy 63 parking lot will accommodate, will be required.

Electrical Service Provided at Stephens Lake Park Amphitheater

120/208, 3 Phase, 4W 400 Amp, 30 Circuit Panel
Lighting: 120/208, 3 Phase, 4W, 200 Amp Disconnect.
Sounds: 120/208, 3 Phase, 4W, 100 Amp Disconnect.

Backstage Power:

- (1) 20 amp duplex outlet in close proximity to Disconnects
- (2) 20 amp double duplex outlet at backstage, stage right

Stage Power:

- (3) 20 amp duplex outlets - front stage right
- (3) 20 amp duplex outlets - front stage left

Orchestra Pit Power:

- (3) 20 amp double duplex outlet on front face of orchestra pit wall (evenly spaced)

Sound Stage Power:

- (3) 20 amp duplex outlet on front wall face

Temporary control wire runs:

- (1) 6" ID Conduit provided from Soundstage to Stage Left - For Sound Control
- (1) 6" ID Conduit provided from Soundstage to Stage Right - For Sound Control
- (1) 6" ID Conduit provided from Soundstage to Disconnects - For Lighting Control
- (1) 4" ID Conduit provided from Disconnect to Mid-Stage, Stage Left - For Lighting Control
- (1) 4" ID Conduit provided from Disconnect to Seating, Stage Left - For Lighting Control
- (1) 4" ID Conduit provided from Disconnect to Mid-Stage, Stage Right - For Lighting Control
- (1) 4" ID Conduit provided from Disconnect to Seating, Stage Right - For Lighting Control
- (1) 4" ID Conduit provided from Soundstage to Soundstage Rear - For Lighting Control

Stage edge warning lighting:

- (15) Red LED stage edge warning lights, dimmable.